

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - CIVIL PART  
OCEAN COUNTY, DOCKET NO. C-14-09

MOSHE MEISELS, CHANIE )  
MEISELS, RIGHT MATCH, )  
LTD., MONROE ESTATES, )  
LTD., CITY POINT )  
PROPERTIES, LTD., GILDA )  
ESTATES, LTD., SIMON TOV )  
PROPERTIES, LTD., and )  
PREMIER ESTATES NY, INC. )

Plaintiffs, )

vs. )

ELI WEINSTEIN, SIMCHA )  
SHAIN, SANDRA BROWN, PINE )  
PROJECTS, LLC, PINE )  
PROJECTS MANAGEMENT, LLC, )  
BENJAMIN HAGER, ESQ., )  
MALLOW, KONSTAM & HAGER, )  
P.C., HDW 2005, LLC, )  
VLADIMIR SIFOROV, SIF )  
TRANSPORTATION, INC., )  
YOSEF KROHN, MEIR TAOUZER, )  
MICHAEL I. BERNSTEIN, )  
ESQ., MICHAEL I. )  
BERNSTEIN, P.A., ISRAEL )  
POLLAK a/k/a YISROEL )  
POLLAK, ALAN POLLAK a/k/a )  
YEHUDA POLLAK, GOLDSTEIN )  
CHARITY FUND, INC., NEW )  
HEMPSTEAD TERRACE, LLC, )  
JOHN DOES (1-10) and JOHN )  
DOES (11-20), )

Defendants. )

PLACE: Ocean County Courthouse  
120 Hooper Avenue  
Toms River, New Jersey 08753

DATE: June 19, 2009

Exhibit B

1 B E F O R E:  
 2 HON. FRANK A. BUCZYNSKI, JR., P.J. Ch.  
 3 TRANSCRIPT ORDERED BY:  
 4 JOSEPH NEAPOLITAN (Greenberg, Dauber, Epstein & Tucker,  
 Esqs.)

5 A P P E A R A N C E S:

6 SOLOMON RUBIN, ESQ. (Law Offices of Jan Meyer &  
 7 Associates, P.C.)  
 Attorney for the Plaintiffs

8  
 9  
 10  
 11  
 12 Transcriber:  
 Colleen M. Vaughn, C.C.T.  
 13 SHORE REPORTING SERVICE, P.C.  
 29 Tobago Avenue  
 14 Toms River, NJ 08753  
 15 Recording Operator:  
 Carolyn Tweed  
 16  
 17  
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1 MR. RUBIN: Solomon Rubin of the Law Office of  
 2 Jan Meyer, for the Plaintiff.

3 THE COURT: All right, Mr. Rubin, are you ready  
 4 to proceed with a hearing, this hearing against the  
 5 defaulting defendants?

6 MR. RUBIN: Yes.

7 THE COURT: All right. I'm going to take the  
 8 testimony, but do you have any affidavits of service or  
 9 proof of service with you today? If not, or affidavit of  
 10 non-military service? If any of that, submit that at a  
 11 later date after you finish your testimony today.

12 MR. RUBIN: I have with me the non-military  
 13 service, which I previously submitted.

14 THE COURT: All right.

15 MR. RUBIN: That too.

16 THE COURT: That's fine. We still have that  
 17 with the Court. And then you did serve, you did mail those  
 18 to your adversary?

19 MR. RUBIN: Yes. I, unfortunately, don't have  
 20 proof of service of that.

21 THE COURT: Well, you will submit that by  
 22 follow-up affidavit. In the meanwhile, I'll take your,  
 23 I'll take the witness' testimony. Okay?

24 MR. RUBIN: Okay.

25 THE COURT: Is there anybody here to be heard on

3

5

1 I N D E X

2  
 3 WITNESS FOR PLAINTIFF

4 NAME DIRECT

5 MOSHE MEISELS 6

6  
 7  
 8 COURT'S RULING 26

9  
 10  
 11 EXHIBITS Ident. Evid.

12 P-1 Sales Agreement 7

13 P-2 Copy of check 8

14 P-3 Certification of Michael  
 15 Bernstein, Esq. 9

16 P-4 Agreement 10

17 P-5 Agreement 11

18 P-6 Deed 12

19 P-7 Agreement 18

20 P-8 Agreement 19

21 P-9 Operating Agreement 20

22 P-10 Wire Exchange 21

23  
 24  
 25

1 behalf of the absentee defendants?

2 MR. RUBIN: No, Judge.

3 THE COURT: All right. Okay. Very well. You  
 4 may come forward, please. If you would affirm. You don't  
 5 have to place your hand on the Bible. Do you affirm to  
 6 tell the truth before this Court?

7 M O S H E S M E I S E L S, PLAINTIFF'S WITNESS,  
 8 AFFIRMED.

9 THE WITNESS: Yes, your Honor.

10 THE COURT: Your name, sir?

11 THE WITNESS: Moshes Meisels.

12 THE COURT: Please have a seat. Would you spell  
 13 your last name, for the record?

14 THE WITNESS: M-e-i-s-e-l-s.

15 THE COURT: How do you pronounce it?

16 THE WITNESS: Meisels.

17 THE COURT: Meisels. Okay, Mr. Meisels. All  
 18 right, good afternoon. Counsel, you may proceed.

19 MR. RUBIN: First I'm going to do for Taouzer  
 20 and then for Siforov.

21 THE COURT: That would be fine.

22 MR. RUBIN: Also, I would just want to rest on

23 the Certification of Michael Bernstein who was previously  
 24 filed with this case just for the fact that the security  
 25 deposit was never actually deposited.

<p style="text-align: right;">6</p> <p>1 THE COURT: I'm sorry?</p> <p>2 MR. RUBIN: Certification of Michael Bernstein</p> <p>3 previously filed, I wanted to submit it and have judicial</p> <p>4 notice of it and the fact --</p> <p>5 THE COURT: If you want to mark it for</p> <p>6 identification that would be fine.</p> <p>7 DIRECT EXAMINATION BY MR. RUBIN:</p> <p>8 Q. Did you ever meet Meir Taouzer?</p> <p>9 A. Yes.</p> <p>10 Q. And when did you meet him?</p> <p>11 A. In June '07.</p> <p>12 Q. Where did you meet him?</p> <p>13 A. At, in Lakewood in offices in cross street, 805 cross</p> <p>14 street of Mr. Weinstein's offices.</p> <p>15 Q. What did he look like?</p> <p>16 A. Shortish man, with jeans on, whitish hair, looked in</p> <p>17 his fifties, late fifties, sixties.</p> <p>18 Q. And why did you meet him?</p> <p>19 A. He proved that he was buying the property, as the</p> <p>20 buyer of the property which we're selling to him.</p> <p>21 Q. And who else was at the meeting?</p> <p>22 A. Mr. Weinstein.</p> <p>23 Q. I'm going to show you a document. Do you</p> <p>24 recognize this document?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">8</p> <p>1 MR. RUBIN: Yes.</p> <p>2 THE WITNESS: Yes.</p> <p>3 THE COURT: And the escrow agent would be Mr.</p> <p>4 Bernstein, President of Michael Bernstein, P.A., a Florida</p> <p>5 corporation. Correct?</p> <p>6 MR. RUBIN: Yes.</p> <p>7 THE COURT: Okay.</p> <p>8 BY MR. RUBIN:</p> <p>9 Q. And do you recognize this document?</p> <p>10 A. Yes.</p> <p>11 Q. And what is it?</p> <p>12 A. This was the deposit that was given by Mr. Taouzer for</p> <p>13 the purchase of the property.</p> <p>14 MR. RUBIN: Could we have it entered as P-2?</p> <p>15 THE CLERK: P-2.</p> <p>16 (Copy of \$2,500,000 check is marked for identification and</p> <p>17 marked Exhibit P-2.)</p> <p>18 BY MR. RUBIN:</p> <p>19 Q. And who gave this document to you marked as P-2?</p> <p>20 A. Mr. Weinstein.</p> <p>21 Q. And did you discuss it with Mr. Taouzer?</p> <p>22 A. Yes.</p> <p>23 Q. And did he tell you it was a deposit?</p> <p>24 A. Yes.</p> <p>25 Q. Do you see the date on the check?</p>
<p style="text-align: right;">7</p> <p>1 Q. And what is it?</p> <p>2 A. This is a contract agreement between Mr. Weinstein and</p> <p>3 Mr. Taouzer, Meir Taouzer.</p> <p>4 MR. RUBIN: Your Honor --</p> <p>5 THE COURT: Could we mark that as P-1, please?</p> <p>6 Counsel, would you hand it to my clerk? Do you have</p> <p>7 multiple copies? That's great. You can show the witness</p> <p>8 the marked document and provide me with a copy so I could</p> <p>9 follow along.</p> <p>10 (Sales Agreement marked for identification and marked</p> <p>11 Exhibit P-1.)</p> <p>12 BY MR. RUBIN:</p> <p>13 Q. And who signed the document as the buyer?</p> <p>14 A. Mr. Taouzer.</p> <p>15 Q. And who signed it as seller?</p> <p>16 A. Mr. Weinstein.</p> <p>17 Q. And who signed it as escrow agent?</p> <p>18 A. Mr. Bernstein.</p> <p>19 THE COURT: All right. Now, let me just make</p> <p>20 sure this is right. The managing, Mr. Weinstein signed it</p> <p>21 as a managing partner for Riverside Place, Ltd. Correct?</p> <p>22 MR. RUBIN: Yes.</p> <p>23 THE WITNESS: Yes.</p> <p>24 THE COURT: And Mr. Taouzer signed this as the</p> <p>25 manager on behalf of KLI Investment. Correct?</p>	<p style="text-align: right;">9</p> <p>1 A. Yes.</p> <p>2 Q. And what date would that be?</p> <p>3 A. 13th of March '07.</p> <p>4 Q. And when did you speak to Mr. Taouzer about</p> <p>5 this?</p> <p>6 A. In around about June.</p> <p>7 Q. And did you speak to Michael Bernstein about</p> <p>8 this?</p> <p>9 A. Yes.</p> <p>10 Q. Where were you?</p> <p>11 A. At the meeting.</p> <p>12 Q. And where was Mr. Bernstein?</p> <p>13 A. In his offices.</p> <p>14 Q. And did you discuss the security, the deposit</p> <p>15 with Mr. Bernstein?</p> <p>16 A. Yes.</p> <p>17 Q. And did he say anything, did he say anything</p> <p>18 about the deposit, for him holding a deposit?</p> <p>19 A. Yes.</p> <p>20 MR. RUBIN: Your Honor, I want to introduce P-3,</p> <p>21 a Certification of Michael Bernstein, the same letter.</p> <p>22 THE WITNESS: This was in a telephone</p> <p>23 conversation with Mr. Bernstein.</p> <p>24 THE COURT: P-3.</p> <p>25 (Certification of Michael Bernstein, dated 3/20/07 is</p>

<p style="text-align: right;">10</p> <p>1 received for identification and marked Exhibit P-3.)</p> <p>2 BY MR. RUBIN:</p> <p>3 Q. Now, do you recognize this document?</p> <p>4 A. Yes.</p> <p>5 Q. And what is it?</p> <p>6 A. This was the agreement for the property that we</p> <p>7 entered into in Florida, Miami Beach. Miami.</p> <p>8 Q. It was to --</p> <p>9 MR. RUBIN: Judge, can I mark it as P-4?</p> <p>10 THE COURT: What is that? The only thing I ask</p> <p>11 you is to keep your voice up. You're very faint.</p> <p>12 THE WITNESS: I'm sorry.</p> <p>13 THE COURT: That's okay. P-4, what is that?</p> <p>14 Counsel, will you pass the report marked as P-4?</p> <p>15 MR. RUBIN: We sent --</p> <p>16 THE COURT: I'm sorry. Exhibit C is now P what?</p> <p>17 THE CLERK: Four.</p> <p>18 THE COURT: Great. Thank you.</p> <p>19 (Agreement is marked for identification and marked Exhibit</p> <p>20 P-4.)</p> <p>21 BY MR. RUBIN:</p> <p>22 Q. And we say P-4 is?</p> <p>23 A. P-4 is the agreement between Mr. Weinstein and myself</p> <p>24 for the property at 230 Southwest Third Street in Miami,</p> <p>25 the Riverside properties.</p>	<p style="text-align: right;">12</p> <p>1 A. No.</p> <p>2 Q. When did that come -- I'm sorry. Do you</p> <p>3 recognize this?</p> <p>4 A. Yes, I recognize it.</p> <p>5 Q. And what is it?</p> <p>6 A. This was a deed what he should have paid for it.</p> <p>7 Q. Well, who paid for it?</p> <p>8 A. Mr. Weinstein paid for it. Yes.</p> <p>9 MR. RUBIN: I'd like to enter as P-6.</p> <p>10 THE COURT: P-6.</p> <p>11 (Deed is received for identification and marked Exhibit</p> <p>12 P-6.)</p> <p>13 BY MR. RUBIN:</p> <p>14 Q. Now, the original contract that you showed us</p> <p>15 P-1 with Weinstein was going to purchase the property for</p> <p>16 25 million dollars. Was Meir Taouzer via KLI really going</p> <p>17 to purchase the property?</p> <p>18 A. No.</p> <p>19 Q. How do you know that?</p> <p>20 A. Because this was the, this was the sort of pattern</p> <p>21 that Mr. Weinstein, he used people that they should be in</p> <p>22 front of, they should be on the face of it, that I should</p> <p>23 be enticed to see that there is a buyer, a purchaser, but</p> <p>24 he wasn't -- it wasn't a genuine purchase and, in fact, it</p> <p>25 was -- it showed from -- if the actual found out that the</p>
<p style="text-align: right;">11</p> <p>1 Q. And how much does it say the sales price?</p> <p>2 A. 25 --</p> <p>3 Q. No. The purchase price that you paid for your</p> <p>4 interest.</p> <p>5 A. What I put in three and a half million.</p> <p>6 Q. And do you recognize this document?</p> <p>7 A. Yes.</p> <p>8 Q. And what is it?</p> <p>9 A. This was the agreement between Eli Weinstein and</p> <p>10 myself.</p> <p>11 Q. And does it address Riverside?</p> <p>12 A. Yes.</p> <p>13 Q. Which would be the same property as in the</p> <p>14 prior --</p> <p>15 A. Same property.</p> <p>16 Q. How much does it say you invest towards that</p> <p>17 property?</p> <p>18 A. Three and a half million dollars.</p> <p>19 MR. RUBIN: Your Honor, I would just ask that be</p> <p>20 marked P-5.</p> <p>21 THE COURT: P-5.</p> <p>22 (Agreement is received for identification and marked P-5.)</p> <p>23 BY MR. RUBIN:</p> <p>24 Q. It was -- was Meir Taouzer via KLI Investment</p> <p>25 really planning on buying the property?</p>	<p style="text-align: right;">13</p> <p>1 property was only bought for three million or what we know</p> <p>2 three million dollars, how come it's being sold at 25</p> <p>3 million dollars? It sounded quite absurd.</p> <p>4 MR. RUBIN: Judge, we move for judgment against</p> <p>5 Taouzer of the deed that we entered as P-6 in the case that</p> <p>6 he paid 3.4 mill, Weinstein paid 3.4 million dollars for</p> <p>7 the property. It's implausible that there was really a</p> <p>8 contract to sell it for 25 million dollars. Further --</p> <p>9 THE COURT: I don't know that it's implausible.</p> <p>10 First of all, I'm just looking at the sale purchase</p> <p>11 agreement as between Riverside Place, Ltd. and Gayle Buying</p> <p>12 Investments.</p> <p>13 MR. RUBIN: Yes.</p> <p>14 THE COURT: The agreement calls for jurisdiction</p> <p>15 and venue and says any suit involving any dispute or matter</p> <p>16 arising out of this agreement or relating to the</p> <p>17 organization or operation of the company may want to be</p> <p>18 brought in the 11th Judicial Circuit Court of Miami, Dade</p> <p>19 County, having jurisdiction over the subject county for</p> <p>20 dispute or matter. All parties hereto consent to</p> <p>21 exercising personal jurisdiction with respect to any such</p> <p>22 proceeding and waive any objection to venue, and at least</p> <p>23 as to this issue all the parties seem to be covered in</p> <p>24 court that during the course of this agreement is in</p> <p>25 Florida.</p>

<p style="text-align: right;">14</p> <p>1 MR. RUBIN: But Plaintiff is not a party to that 2 agreement. 3 THE COURT: I understand that. 4 MR. RUBIN: The agreement to sell was done to 5 perpetuate a fraud because in a real contract, the 6 seller -- 7 THE COURT: I understand. I want you to be 8 aware, I just want you to be aware of that. 9 What are you asking the Court now? 10 MR. RUBIN: The three and a half, the three and 11 a half million dollars that my client paid. 12 THE COURT: Which is for in payment as evidenced 13 in -- 14 MR. RUBIN: P-4, I believe. 15 THE COURT: P-4. 16 MR. RUBIN: As well punitive damages. 17 THE WITNESS: P-5. 18 THE COURT: P-4. And clearly, Mr. Weinstein is 19 in Lakewood. 20 MR. RUBIN: Yes. 21 THE COURT: So you have jurisdiction. This is 22 the agreement. He pays three million for this property, 23 and what is the -- 24 MR. RUBIN: Three and a half million. 25 THE COURT: Three and a half. And what's the</p>	<p style="text-align: right;">16</p> <p>1 a real contract the seller would have insisted on the 2 security deposit being deposited and -- well, the deposit. 3 I mean there was no deposit money ever deposited. So it 4 was obvious it was a sham transaction, in which case his -- 5 my client clearly said but per Taouzer representation that 6 it was a contract, he wanted to invest in three and a half 7 million dollars. 8 THE COURT: But that has to come from your 9 client, not from you. 10 MR. RUBIN: I'm sorry. I thought he did say 11 that. I was just summarizing. 12 BY MR. RUBIN: 13 Q. If Taouzer didn't represent that he was going to 14 buy the property, would you have invested three and a half 15 million dollars in this transaction? 16 A. No. 17 Q. So, therefore, the only reason you made this 18 investment was because Taouzer made his representation to 19 you? 20 A. Yes. And I also with the money that I, if I may 21 interrupt, I borrowed money and I gave security for these, 22 for this money in London and the properties were taken 23 away, were foreclosed, so I suffered major damages. 24 THE COURT: Go ahead. You may continue. 25 MR. RUBIN: I just don't know what further the</p>
<p style="text-align: right;">15</p> <p>1 suggestion? 2 MR. RUBIN: Of what, about punitive? 3 THE COURT: No. About damages. You were -- 4 MR. RUBIN: Three and a half million dollars, 5 three and a half million dollars is the amount my client 6 paid, plus we'd like punitive damages of \$500. 7 THE COURT: And you paid this money for 8 property? 9 MR. RUBIN: Yes, but it was paid under the 10 assumption there was a real transaction with, where my 11 client could recover his money when the property is 12 ultimately sold to Taouzer. 13 THE COURT: Well, I understand that, but the 14 basis, he has to tell me the basis for this. In other 15 words, I need him to tell me why he suffered three and a 16 half million dollars damage. What did not occur that he 17 thought was going to occur? 18 THE WITNESS: First of all, I was supposed to 19 get seven million dollars from the three and a half and 20 another three and a half million dollars, which I didn't 21 receive. 22 THE COURT: You didn't receive? 23 THE WITNESS: No. 24 THE COURT: Okay. Go ahead. 25 MR. RUBIN: Well, because obviously if this was</p>	<p style="text-align: right;">17</p> <p>1 Court wants. 2 THE COURT: Well, it's up to you. If that's 3 your case, that's fine. What else do you want to present 4 to the Court? 5 MR. RUBIN: That was on Taouzer. Siforov next. 6 THE COURT: That's against Meir Taouzer. 7 Correct? 8 MR. RUBIN: Yes. 9 THE COURT: Or KLI Investment? 10 MR. RUBIN: Yes. 11 THE COURT: Are you looking to go against Mr. 12 Meir individually or the Florida corporation? 13 MR. RUBIN: Against him individually. There's 14 no limited liability for fraud, so and I don't believe KLI 15 Investment ever was really a requirement of the (inaudible) 16 like the agreement says. 17 THE COURT: Makes it even better for the 18 Plaintiff. 19 MR. RUBIN: Right. And I checked online. It 20 wasn't there. 21 BY MR. RUBIN: 22 Q. Do you recognize this document? 23 A. This? 24 THE COURT: What marking is that? 25 MR. RUBIN: P-7.</p>

<p style="text-align: right;">18</p> <p>1 THE CLERK: P-7. It's not marked yet.</p> <p>2 BY MR. RUBIN:</p> <p>3 Q. Do you recognize this document?</p> <p>4 A. Yes.</p> <p>5 Q. What is it?</p> <p>6 A. This was agreement, operating agreement between Mr.</p> <p>7 Weinstein and myself for the property in Wildwood.</p> <p>8 MR. RUBIN: Judge, could I mark it P-7, I guess?</p> <p>9 (Agreement is received for identification and marked</p> <p>10 Exhibit P-7.)</p> <p>11 BY MR. RUBIN:</p> <p>12 Q. And how much does the document indicate you</p> <p>13 invested in Wildwood?</p> <p>14 A. Ten million dollars.</p> <p>15 Q. In this particular paragraph --</p> <p>16 A. Page, page five, paragraph 8.</p> <p>17 Q. Do you recognize these documents?</p> <p>18 A. Yes.</p> <p>19 Q. And what are they?</p> <p>20 A. This is the monies were transferred to buy Cambridge</p> <p>21 Mercantile from my lawyers to Cambridge Mercantile and from</p> <p>22 Cambridge Mercantile to Mr. Hager's account, the</p> <p>23 solicitor's account, this company Cambridge Mercantile.</p> <p>24 THE COURT: That marking P-8?</p> <p>25 THE CLERK: P-8, yes, your Honor.</p>	<p style="text-align: right;">20</p> <p>1 A. No.</p> <p>2 Q. Was Siforov's representation true?</p> <p>3 A. No.</p> <p>4 Q. And how do you know that?</p> <p>5 A. Well, as this is also one of the things which Mr.</p> <p>6 Weinstein used to use Mr. Siforov to be a face in front of</p> <p>7 a deal which never transpired.</p> <p>8 Q. And do you recognize this document?</p> <p>9 A. Yes.</p> <p>10 Q. What is it?</p> <p>11 A. This is an operating agreement on another property</p> <p>12 which I entered into with Mr. Weinstein for a property in</p> <p>13 New Hampshire.</p> <p>14 MR. RUBIN: Could I mark it P-9?</p> <p>15 (Operating agreement is received for identification and</p> <p>16 marked Exhibit P-9.)</p> <p>17 BY MR. RUBIN:</p> <p>18 Q. And how much did you invest in this property?</p> <p>19 A. Ten million dollars, around ten million dollars.</p> <p>20 Q. And do you recognize this document?</p> <p>21 A. Yes.</p> <p>22 Q. And what are they?</p> <p>23 A. These are the wire confirmations from Meisels to which</p> <p>24 was sent to Cambridge Mercantile and Cambridge sent it over</p> <p>25 to Mr., Mr. Hager's account, Mallow, Konstam, Hager.</p>
<p style="text-align: right;">19</p> <p>1 (Agreement received for identification and marked Exhibit</p> <p>2 P-8.)</p> <p>3 BY MR. RUBIN:</p> <p>4 Q. And how much do these sheets indicate you paid</p> <p>5 for Wildwood?</p> <p>6 A. Well, from these sheets it shows five, over five</p> <p>7 million and another three, totaling four million, 4.3, 5.2,</p> <p>8 5.5, 5.8, well over, over five million dollars, but there</p> <p>9 was other monies.</p> <p>10 Q. Where did the other monies come from?</p> <p>11 A. From other deals.</p> <p>12 Q. Did you, did you give properties --</p> <p>13 A. Yes.</p> <p>14 Q. -- for Wildwood?</p> <p>15 A. Yes.</p> <p>16 Q. And who did you go with?</p> <p>17 A. With Mr. Siforov and Mr. Weinstein, was driven by Mr.</p> <p>18 Frankel who is Mr. Weinstein's driver.</p> <p>19 Q. Did Siforov tell you he was going to purchase</p> <p>20 the properties?</p> <p>21 A. Yes.</p> <p>22 Q. From you and Weinstein, Mr. Weinstein?</p> <p>23 A. Yes.</p> <p>24 Q. Yes. And without that representation, would you</p> <p>25 have invested in these properties?</p>	<p style="text-align: right;">21</p> <p>1 MR. RUBIN: Enter it as P-10, I guess.</p> <p>2 (Wire exchange is received for identification and marked</p> <p>3 Exhibit P-10.)</p> <p>4 BY MR. RUBIN:</p> <p>5 Q. And how much did you, how much did you</p> <p>6 contribute towards this property? Where was the property</p> <p>7 located first?</p> <p>8 A. In New Hampshire.</p> <p>9 Q. And how much did you contribute to this</p> <p>10 property?</p> <p>11 A. Ten million dollars.</p> <p>12 Q. Did, did Vladimir Siforov tell you he was going</p> <p>13 to buy this property as well from you and Weinstein?</p> <p>14 A. Yes.</p> <p>15 Q. Without that representation, would you have</p> <p>16 invested the money with Weinstein?</p> <p>17 A. No.</p> <p>18 Q. And was the representation true?</p> <p>19 A. No.</p> <p>20 Q. And how do you know that?</p> <p>21 A. As he was also on, he was used on various, to be used</p> <p>22 for that as a purchaser, that I should be enticed to buy it</p> <p>23 when I saw purchaser there, but he wasn't, he didn't have</p> <p>24 any intention of buying it.</p> <p>25 Q. Did any of the transactions cited with Weinstein</p>



<p style="text-align: right;">22</p> <p>1 when he represented there was a purchaser, ever close?</p> <p>2 A. No.</p> <p>3 Q. And were there any other properties in which</p> <p>4 Siforov was also a buyer, purported buyer?</p> <p>5 A. Didn't.</p> <p>6 Q. But were there any properties where he was</p> <p>7 claiming to be a buyer?</p> <p>8 A. Yes.</p> <p>9 Q. Which ones?</p> <p>10 A. In Arizona and the one in Wildwood.</p> <p>11 Q. Okay. Did you ever get back any money that was</p> <p>12 directly explained as being from Wildwood or as explained</p> <p>13 to these particular investments?</p> <p>14 A. No.</p> <p>15 Q. So you're basically out ten millions dollars</p> <p>16 because of that?</p> <p>17 A. Yes.</p> <p>18 MR. RUBIN: And I have nothing further, Judge.</p> <p>19 THE COURT: So it's ten million dollars on this</p> <p>20 deal and three and a half million on the other deal?</p> <p>21 THE WITNESS: And then Wildwood as well.</p> <p>22 THE COURT: Yes.</p> <p>23 THE WITNESS: And then, and then three and a</p> <p>24 half million for the Riverside.</p> <p>25 MR. RUBIN: Florida was, was three and a half.</p>	<p style="text-align: right;">24</p> <p>1 MR. RUBIN: 20 million dollars.</p> <p>2 THE COURT: Off the record.</p> <p>3 (Off the record discussion.)</p> <p>4 THE COURT: All right. So it was as against</p> <p>5 Meir Taouzer three and a half million. As against --</p> <p>6 MR. RUBIN: Vladimir Siforov.</p> <p>7 THE COURT: Is 20 million?</p> <p>8 MR. RUBIN: Yes.</p> <p>9 THE COURT: Now, the issue then becomes</p> <p>10 punitive.</p> <p>11 MR. RUBIN: Yes.</p> <p>12 THE COURT: I know there's an argument that</p> <p>13 there's been a breach of the contract, clearly no doubt.</p> <p>14 Representations were made. He submitted his money and</p> <p>15 there is a damage as a result of the breach of that</p> <p>16 agreement. The question then becomes the evidence before</p> <p>17 the Court to suggest fraud. There's a breach. What</p> <p>18 evidence do I have to, to infer punitive damages under the</p> <p>19 circumstances?</p> <p>20 MR. RUBIN: Well with regard to Taouzer, it's</p> <p>21 clear the contract was fake. Because again, it's, the deed</p> <p>22 we entered into evidence shows Weinstein paid to represent</p> <p>23 the Riverside Place, 3.4 million dollars for the property</p> <p>24 and the purported contract was for 25 million. That's</p> <p>25 implausible that somebody would have paid that for a</p>
<p style="text-align: right;">23</p> <p>1 It was ten each for Wildwood and, ten each for Wildwood and</p> <p>2 on Jean Mescus (phonetic).</p> <p>3 THE COURT: Thank you.</p> <p>4 MR. RUBIN: Thank you, Judge. Submit.</p> <p>5 THE COURT: Do you have the form of Order?</p> <p>6 MR. RUBIN: I have --</p> <p>7 THE COURT: You may step down, sir.</p> <p>8 THE WITNESS: I should -- should I stand up?</p> <p>9 THE COURT: Well, I don't know if he's going to</p> <p>10 have you -- you want the witness to remain on the witness</p> <p>11 stand?</p> <p>12 MR. RUBIN: No, no. Step down.</p> <p>13 THE COURT: You may step down for a moment.</p> <p>14 THE WITNESS: Thank you, your Honor.</p> <p>15 THE COURT: All right. Let me hear you,</p> <p>16 Counsel. As to the Judgment against Meir Taouzer, how much</p> <p>17 of the damages are supported by documents in evidence?</p> <p>18 MR. RUBIN: Three and a half million dollars,</p> <p>19 plus punitive which doesn't lend itself to mathematical</p> <p>20 calculations.</p> <p>21 THE COURT: But three and a half million on the</p> <p>22 Taouzer matter?</p> <p>23 MR. RUBIN: Yes.</p> <p>24 THE COURT: Okay. On the matter as against</p> <p>25 Vladimir Siforov?</p>	<p style="text-align: right;">25</p> <p>1 contract. The deed itself actually doesn't state 3.4. It</p> <p>2 says \$10 and other consideration, but it could be -- that's</p> <p>3 the way they work things in Florida. You can tell that it</p> <p>4 was 3.4 based on the amount of taxes paid of \$15,300 and</p> <p>5 actually cited the statute as to tax.</p> <p>6 And if they were, if Weinstein actually planned</p> <p>7 on selling the property to Taouzer, then he got check not</p> <p>8 certified for two and a half million dollars in March of</p> <p>9 '07. My client spoke three months later and at that point</p> <p>10 Weinstein, if it was a legitimate seller has told the</p> <p>11 buyer, hey, why don't we actually give the real money. The</p> <p>12 money was never cashed.</p> <p>13 THE COURT: I don't have a problem with the</p> <p>14 damage, the compensatory damages as a result of breach of</p> <p>15 contract. The question is the punitive aspect. How are we</p> <p>16 going to -- what is the punitive nature of all this, I</p> <p>17 guess?</p> <p>18 MR. RUBIN: Well, punitive isn't really -- I</p> <p>19 mean, first of all, fraud. It's not just breach of</p> <p>20 contract. It's fraud and clear misrepresentation. To</p> <p>21 punitive, I don't think there's a mathematical formula you</p> <p>22 could pick. It's how much is enough to punish somebody to</p> <p>23 inhibit future conduct of that kind. That's what punitive</p> <p>24 damage is for. So it's not like I could give mathematical</p> <p>25 like some precise calculation of punitive.</p>

<p style="text-align: right;">26</p> <p>1 THE COURT: All right. What I need though on 2 the Final Judgments will be, Final Judgment will be in the 3 amount of plus punitive damages. Okay. It's going to have 4 two figures in it for a total of. Okay? 5 MR. RUBIN: Yes. 6 THE COURT: As to the, as to Meir Taouzer, it 7 will be 3500 -- three and a half million dollar Judgment 8 with punitive damages of, of two and a half million dollars 9 and the Judgment against Mr. Siforov it will be, Final 10 Judgment will be for 20 million dollars plus an additional 11 two and a half million dollars punitive damages. 12 THE COURT: Okay. Submit a final Order. 13 MR. RUBIN: I should -- okay. Thank you, Judge. 14 THE COURT: Thank you. Good luck. 15 Now, understand though that even though these 16 Judgments are being submitted, there is -- it's conceivable 17 that the Defendant may move to set aside these Judgments 18 because they're Judgments by default. I don't know why the 19 individual is not enhanced at these pleadings. They should 20 have. However, the Courts in New Jersey look to try the 21 issues on the merits, and if there is a legitimate reason 22 for some reason they weren't done, I don't know why they 23 would be, the Court has to consider that, but there's a 24 certain agreement. So I have these litigants before me and 25 we could test what's going on with cross examination.</p>	<p style="text-align: right;">28</p> <p>1 CERTIFICATION 2 3 I, COLLEEN M. VAUGHN, the assigned transcriber, 4 do hereby certify the foregoing transcript of proceedings 5 on tape number FAB 182-09, index number from 2 to 1770, is 6 prepared in full compliance with the current Transcript 7 Format for Judicial Proceedings and is a true and accurate 8 non-compressed transcript of the proceedings as recorded. 9 10 11 COLLEEN M. VAUGHN, C.C.T. AOC Number 12 13 SHORE REPORTING SERVICE, P.C. 6.29.09 14 Agency Name Date 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">27</p> <p>1 MR. RUBIN: Thank you, Judge. 2 THE COURT: Thank you. Submit me a form of 3 Order. Have a good day. 4 THE WITNESS: Thank you very much. 5 (Tape off) 6 * * * 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	



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